

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b>		<b>Page 1 Of 37</b>	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b>		<b>3. Award/Effective Date</b>		<b>4. Order Number</b>		<b>5. Solicitation Number</b> DAAE20-00-R-0116	
<b>6. Solicitation Issue Date</b>							
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> DONNA WEBB			<b>B. Telephone Number (No Collect Calls)</b> (309) 782-3941		<b>8. Offer Due Date/Local Time</b> 2000SEP08
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CTT ROCK ISLAND IL 61299-7630  <b>e-mail:</b> WEBBD@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) <b>SIC:</b> 3423 <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
						<input checked="" type="checkbox"/> See Schedule	
						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						<b>13b. Rating</b> DOA5	
						<b>14. Method Of Solicitation</b> <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b>			
<b>Telephone No.</b>				<b>Code</b>			
<b>17. Contractor/Offeror</b>		<b>Code</b>		<b>Facility</b>		<b>18a. Payment Will Be Made By</b>	
<b>Code</b>						<b>Code</b>	
<b>Telephone No.</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b>			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				<input type="checkbox"/> See Addendum			
<b>19. Item No.</b>	<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>	<b>24. Amount</b>
	SEE SCHEDULE						
(Attach Additional Sheets As Necessary)							
<b>25. Accounting And Appropriation Data</b>						<b>26. Total Award Amount (For Govt. Use Only)</b>	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<b>28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies</b> <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<b>29. Award Of Contract: Reference _____ Offer</b> <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>			<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b>		
					<b>31c. Date Signed</b>		
<b>32a. Quantity In Column 21 Has Been</b>				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
<input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<input type="checkbox"/> Partial <input type="checkbox"/> Final		<b>35. Amount Verified Correct For</b>	
<b>32b. Signature Of Authorized Government Representative</b>			<b>32c. Date</b>		<b>36. Payment</b>		
					<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		
					<b>37. Check Number</b>		
					<b>38. S/R Account Number</b>		
					<b>39. S/R Voucher Number</b>		
					<b>40. Paid By</b>		
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>			<b>41c. Date</b>		<b>42b. Received At (Location)</b>		
					<b>42c. Date Recd (YYMMDD)</b>		
					<b>42d. Total Containers</b>		

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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

1. This solicitation, DAAE20-00-R-0116, will result in an award of a long-term, Firm-Fixed Price, 3-year Indefinite Delivery Indefinite Quantity (IDIQ) type contract. However, this contract may last 10 years.(See Award Term Provision on Page 19 of 37)

2. This solicitation will result in the competitive award of a Long-Term, Firm-Fixed Indefinite Delivery Indefinite Quantity (IDIQ) contract. The contract will include three ordering periods as set forth in the schedule. The quantity of 2,000 is the guaranteed minimum quantity to be awarded under this solicitation. This minimum quantity will be obligated at the time of contract award. All other quantities are estimates only and do not bind the government in any way.

3. Please refer to FAR 52.212-2, Evaluation - Commercial Items, as tailored herein, for evaluation criteria, and FAR 52.212-1, Instructions to Offerors - Commercial Items, as tailored herein.

4. All Delivery Orders will be issued unilaterally by the Government with Firm Delivery Dates. Deliveries shall commence not later than 120 days after receipt of order. Monthly shipments will not exceed 500.

5. The unit prices established for pricing periods two and three shall represent prices for that quantity range and pricing period. At the beginning of each pricing period the contractor shall provide its current catalog, list, or GSA catalog prices to the contracting officer. The Government shall seek the benefit of maximum discounts (price reductions or additional discounts) available to the Government as a preferred customer. If the contractor's catalog price is less than the applicable price as specified in the contract, the Government shall be entitled to such lower price and the lower catalog price shall apply. A formal modification will be issued to reduce the price to the new discounted price for that pricing period. In the event that the contractor's current catalog price is higher than the established price, the price shall govern and no modification will be issued. If at any time during the pricing period a lower price becomes available (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) the contractor shall inform the contracting officer and such lower price shall continue in effect through the remainder of the pricing period and modifications adjusting the price shall be issued accordingly.

6. Product consistency is required throughout the life of this contract. The offeror's Technical Proposal for the GMTK will be incorporated into the award document. Any proposed changes to the proposal must be approved in advance by the Government. It is anticipated that voluntary/unnecessary changes will be disapproved. You are encouraged to establish long-term agreement, with your suppliers and subcontractors to insure continued availability of the chest and all components.

7. The warranty label will be submitted with the First Article Test Report, and shall be approved prior to affixing to the inside lid of the chest. The warranty information shall include the Government contract number, the date of manufacture (month and year), name and address of contractor, a toll free phone number for warranty service calls, and any other means of contacting the contractor such as datafax number or e-mail address. The label shall also provide information for non-warranty related issues.

\*\*\* END OF NARRATIVE A001 \*\*\*

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

This solicitation will result in the competitive award of a long-term firm-fixed Indefinite Delivery Indefinite Quantity (IDIQ) contract. The contract will include three ordering periods as set forth in the schedule. The quantity of 2,000 is the guaranteed minimum quantity to be awarded under this solicitation. This minimum quantity will be obligated at the time of contract award. All other quantities are estimates only and do not bind the government in any way.

*** END OF NARRATIVE A002 ***		
<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1      52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		

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c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-CM-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: AMSTA-CM-CR@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

3            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0116      <b>MOD/AMD</b></p>	<p align="right"><b>Page</b> 4 <b>of</b> 37</p>
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**Name of Offeror or Contractor:**

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

4	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

(AS7012)

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SUPPLIES OR SERVICES AND PRICES/COSTS

The unit prices established for pricing periods two and three shall represent prices for that quantity range and pricing period. At the beginning of each pricing period the contractor shall provide its current catalog, list, or GSA catalog prices to the contracting officer. The Government shall seek the benefit of maximum discounts (price reductions or additional discounts) available to the Government as a preferred customer. If the contractor's catalog price is less than the applicable price as specified in the contract, the Government shall be entitled to such lower price and the lower catalog price shall apply. A formal modification will be issued to reduce the price to the new discounted price for that pricing period. In the event that the contractor's current catalog price is higher than the established price, the price shall govern and no modification will be issued. If at any time during the pricing period a lower price becomes available (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) to the contractor shall inform the contracting officer and such lower price shall continue in effect through the remainder of the pricing period and modifications adjusting the price shall be issued accordingly.

\*\*\* END OF NARRATIVE B001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>GENERAL MECHANICS TOOL KIT</u></p> <p>SECURITY CLASS: Unclassified NSN: 5180-01-454-3787</p> <p>Offerors shall submit prices on the attached price evaluation sheets.</p> <p>Inspection/Acceptance: Origin FOB: Origin</p> <p>Section C</p> <p>Description for Purchase 389, Rev H</p> <p>Pricing Periods:</p> <p>1. Award Date - 30 Sep 2001 2. 01 Oct 2001 - 30 Sep 2002 3. 01 Oct 2002 - 30 Sep 2003</p> <p>First Article Test Report Inspection: Origin Acceptance: Destination Government Approval/ Disapproval: 30 Days FOB: Destination</p> <p>First Article Delivery Schedule: 120 Days</p> <p>Production Delivery: 90 days after First Article Approval</p> <p>Only TACOM-Rock Island is Authorized to place orders on this contract. Orders must be written and may be transmitted by U.S. Mail, facsimile, or by electronic means</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

none

(BA6701)

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
The General Mechanics Tool Kit(GMTK) is defined by a Description for Purchase No. 389, Rev H, dated 25 Jul 2000. The Description for Purchase is incorporated at Addendum 002.

\*\*\* END OF NARRATIVE C001 \*\*\*



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0116      MOD/AMD</p>	<p style="text-align: center;"><b>Page 9 of 37</b></p>
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**Name of Offeror or Contractor:**

INSPECTION AND ACCEPTANCE  
INSPECTION & ACCEPTANCE

TAILORING OF INSPECTION/ACCEPTANCE

The clause at FAR 52.212-4, Contract Terms and Conditions - Commercial Items, paragraph (a), Inspection/Acceptance, is tailored to add a requirement for a first article test. The first article test requirement addressed in Description for Purchase(DFP) No. 389, Rev H, dated 25 Jul 2000, clause ES6031, First Article Test(Contractor Testing), and Clause IF7116, First Article Approval-Contractor Testing, Alternate I and Alternate II.

All requirements for a label in the Purchase Description or in the warranty must be submitted with the First Article Test Report for review and approval.

*** END OF NARRATIVE E001 ***		
Regulatory Cite	Title	Date
1	52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) TACOM-RI	MAY/1994
<p>a. The first article shall consist of 4 each GMTK, NSN 5180-01-3787, which shall be examined and test in accordance with Description for Purchase(DFP) No. 389, Rev H, dated 25 July 2000.</p> <p>b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be issued during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor(including subcontractors) using the technical data package provided by the Government.</p> <p>c. The first article shall be inspected and tested by the contractor for all requirements of DFP 389, Rev H, dated 25 July 2000.</p> <p>d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.</p> <p>e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each paragraph of DFP 389, Rev H, dated 25 July 2000. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report.Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer.</p> <p>f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in theplace of performance, or material substitution shall be borne by the Contractor.</p>		

(End of Clause)

(ES6031)

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.			
(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are webbd@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6558, ATTN: Ms. Donna Webb and (309) 782-1338 (ATTN: Louise Kalal).			

(End of Clause)

(HS6510)

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**Name of Offeror or Contractor:**

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.232-18	AVAILABILITY OF FUNDS	APR/1984
2	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
3	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
4	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG/2000

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_\_(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

  X  (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_\_(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_(ii.) Alternate I to 52.219-5.

\_\_\_\_(iii.) Alternate II to 52.219-5.

  X  (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

  X  (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

\_\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_(ii) Alternate I of 52.219-23

\_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

\_\_\_\_(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

  X  (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

  X  (12) 52.222-26, Equal Opportunity (E.O. 11246).

  X  (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

  X  (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

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  X   (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

       (16) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

       (17) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

       (ii.) Alternate I of 52.225-3.

       (iii.) Alternate II of 52.225-3.

       (18) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

       (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

       (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

       (21)Reserved.

  X   (22) 52.232-33,Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

       (23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

       (24) 52.232-36, Payment by Third Party (31 U.S.C.3332).

  X   (25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

       (26) 201-39.5202-3, Procurement Authority (FIRM).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

       (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

       (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data,

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regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

and

- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

( IF6260 )

5

52.216-18

## ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Award date - through 30 Sep 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

6

52.216-19

## ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of 5,000 kits;
- (2) Any order for a combination of items in excess of 5,000 kits; or
- (3) A series of orders from the same ordering office within 120 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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(End of Clause)

(IF6029)

7 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2011.

(End of clause)

(IF6036)

8 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAR/2000  
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X  252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

X  252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

X  252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

X  252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

X  252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

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\_\_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program  
(\_\_\_\_Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

\_\_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

X 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)

X 252.247-7023 Transportation of Supplies by Sea (\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)(10 U.S.C. 2631).

X 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).  
252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).  
252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)

9            52.209-3            FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE            JAN/1997  
II

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.



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(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

- \* (See instructions regarding submission of First Article clause)
- \*\* (See Schedule B)

(End of Clause)

(IF7116)

52.212-4 -- Contract Terms and Conditions -- Commercial Items.(May 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --
- (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Contract number, contract line item number and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (6) Terms of any prompt payment discount offered;
  - (7) Name and address of official to whom payment is to be sent; and
  - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and

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Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. Tailored to read as follows:

(1) TOOLS:

(i) Lifetime:

a. In accordance with the description for Purchase 389, Rev H, dated 25 Jul 2000, Table 1, the contractor shall provide a lifetime warranty to replace any tool that does not perform in accordance with its intended function. The warranty period shall start from the day that the GMTK first delivered is accepted by the Government.

b. From the Date the contractor receives a request for warranty replacements, the contractor shall have 5 working days for CONUS and 10 working days for OCONUS to deliver a replacement tool into the hands of the customer. The cost of shipping replacement tools shall be the responsibility of the contractor.

c. Defective tools will only be returned at the request of the contractor. The cost of shipping the defective tool will be the responsibility of the Government.

(ii) Non-Warranty: For all other tools not covered by the lifetime warranty, the contractor shall state in their proposal the commercial warranty.

(2) CHEST:

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(i) The contractor shall warrant the tool chest against failure in the form of cracks in the material used for construction of the chest, breakage of any part of the chest or its handles, wheels, latches, or locking mechanisms, for a period of 5 years from the date of delivery of the chest to the Government. Chests exhibiting these failure modes shall be replaced at no cost to the Government. The contractor's warranty remedy shall consist of the replacement of the damaged or otherwise unserviceable chest or replaceable component at no cost to the Government. Such remedy shall be executed by the contractor within 15 calendar days of having been notified by the Government of failure or damage to the chest that warrants replacement of the chest or its warranted component. When required by the contractor, the Government will return the warranted item to the contractor after the replacement item has been received. Shipping costs related to delivery of the replacement item and return of the warranted item shall be born by the contracotr.

(ii) The contractor shall have a communication system for the tools and chest, for submitting and processing requests for warranty replacement using the fastest means available (e.g., electronic mail, phone, internet, facsimile, etc.). The communication system must work for customers within the continental United States (CONUS) and outside the continental United States (OCONUST) for the length of the warranty. The procedures for obtaining a warranty replacement shall be permanently affixed to the GMTK.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

\*\*\* END OF NARRATIVE I001 \*\*\*

**AWARD TERM PROVISION**

1. The initial three (3) year contract may be extended, on the basis of contractor performance, resulting in the contract lasting a maximum of ten (10) years from the date of contract award.
2. Monitoring of Performance: The GMTK Award Term Team (ATT) will continually monitor the contractor's performance against the evaluation criterial. The measures of merit are meeting or exceeding the delivery schedule, warranty replacement, and Small Business Subcontracting criteria. The team evaluates contractor's performance, considers all information from pertinent Government sources, and arrives at a recommended decision for the PCO. The GMTK ATT will also recommend changes to the award term plan.
3. Submission by contractor: The contractor will provide names, address, and point of contacts of all military units who submitted a warranty claim during the evaluation period along with the description of the item, number of items, problem with the items, and date shipped. This information will be provided to the contracting officer within 10 calendar dats after the end of the evaluation period.
4. Award Term Plan: The evaluation criteria are specified in the Award Term Plan, page 20 of 37.
5. Modification of Award Term Plan: Unilateral changes may be made to the Award Term Plan at any time during contract performance.

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6. Award Term Extension: The contract ordering period will be bilaterally modified to reflect the PCO award term extension decision. The contractor can elect to not extend the length of the contract. The total contract ordering period including extensions under this clause will not exceed 10 years. When 24,500 GMTKs have been ordered under this contract then no further awards will be made.

7. Extension Period Unit Prices: The award term extension period unit price, if applicable, will be calculated by multiplying the last year's ordering period unit price by the Data Resources Index, (DRI) Consumer Price Index - All Items Less Food and Energy, (Table Q1, Code CUSA01L1ENS) for the projected period. This price will represent the unit price. The following example illustrates how this price will be computed. (The Consumer Price Forecast being used is for example only.)

Ordering Period	Unit Price
1	\$10.00
2	\$10.25
3	\$10.50

Additional Ordering Periods (If Applicable):

Ordering Period	Unit Price	x	DRI Forecast	=	Increase	Adjusted Unit Price
4	\$10.50	x	2.0%	=	\$0.21	\$10.71
5	\$10.71	x	2.5%	=	\$0.27	\$10.98
6	\$10.98	x	3.0%	=	\$0.33	\$11.31
7	\$11.31	x	3.5%	=	\$0.40	\$11.71
8	\$11.71	x	4.0%	=	\$0.47	\$12.18
9	\$12.18	x	4.5%	=	\$0.55	\$12.73
10	\$12.73	x	5.0%	=	\$0.64	\$13.37

As stated on Page 2, paragraph 5 of the Contract, this provision will apply to any additional ordering periods, which may be added to the Contract.

NOTE: Notwithstanding the Award Term Plan, the Government reserves the right not to award additional ordering periods, in the event the price can not be determined to be fair and reasonable.

**AWARD TERM PLAN**

1. INTRODUCTION

a. This is the basis for the evaluation of the contractor's performance. The evaluation will begin at award of the contract. An adjustment to the award term will not result in a contract-ordering period of more than 10 years from the award of the contract. The specific criteria and procedures used to assess the contractor's performance and to determine if an additional ordering period will be offered to the contractor are described herein.

b. An additional ordering period will be offered to the contractor through bilateral contract modifications based upon meeting or exceeding the evaluation criteria.

2. ORGANIZATION

The GMTK award term team (ATT) will consists of a contract specialist, item manager, quality assurance specialist, and small business specialist.

3. RESPONSIBILITIES

a. Procuring Contracting Officer(PCO): The PCO approves the award term plan and any changes. The PCO makes the additional ordering period decision based upon input from the GMTK ATT. The contracting officer modifies the contract ordering period if necessary to reflect the decision.

b. GMTK ATT: The GMTK ATT evaluates contractor's performance, considers all information from pertinent sources, and provides this information to the PCO. The GMTK ATT will also recommend changes to the award term plan.

4. AWARD TERM PROCESSES

a. Evaluation Criteria: If the PCO does not provide specific notice in writing to the contractor of changes to the evaluation criteria prior to the start of an evaluation period, the same criteria from the preceeding period will be used in the next evaluation period.

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b. End-of-Period Evaluation: The contractor will provide information on warranty replacement to the contracting officer within 10 calendar days after the end of the evaluation period. If the contractor is late no evaluation will be done for that period. Not more than forty-five(45) calendar days after the end of the evaluation period the GMTK ATT Team will submit their evaluation to the PCO. Not more than seventy-five (75) calendar days after the end of the evaluation period the PCO will send the contractor either a bilateral modification with an additional one year ordering period or a letter explaining why the contractor failed to meet the evaluation criteria and that the contractor will have ten days to provide additional information. The PCO will review this information before finalizing a no additional term decision.

c. The TACOM-Rock Island Ombudsman is the arbitrator for any disagreements with the contracting officers letter explaining the failure to meet the evaluation. (Information on the Ombudsman can be found in the contract on page 2.)

5. AWARD TERM PLAN CHANGE PROCEDURE

Adding one year ordering periods to the contract shall be done bilaterally. Changes to the remainder of the Award Term Plan will be unilateral and shall take effect in the next evaluation period.

6. AWARD TERM EVALUATION PERIODS

The decision to offer additional one year ordering period to the contractor will be determined at the completion of the evaluation periods shown below:

Evaluation Period	From	To
First	Date of Award	30 Sep 2001
Second	01 Oct 2001	30 Sep 2002
Third	01 Oct 2002	30 Sep 2003

NOTE: The award term arrangement will continue using the yearly evaluation during any additional years awarded up to a maximum of 10 years.

7. EVALUATION CRITERIA

- a. Meeting or Exceeding Delivery Schedule
- b. Processing of Warranty Replacement
- c. Small Business Subcontracting

a. Meeting or Exceeding Delivery Schedule

Less than 5 percent of the GMTK deliveries made during the evaluation period were late (contractor/subcontractor caused delays).

b. Processing of Warranty Replacement:

Fewer than 5 instances during the evaluation period where warranty tool replacements were received late ( received later than 5 working days for CONUS and 10 working days for OCONUS) into the hands of the customer. Zero (0) documented instances where no response was made to a warranty request.

c. Small Business Subcontracting (If no subcontracting plan is required in the contract the contractor will not be rated against these criteria):

Meets or exceeds the Small Business Subcontract Goal in the approved Small Business Subcontracting Plan as set forth in the contract.

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICE EVALUATION SPREADSHEET		001	
Attachment 002	PURCHASE DESCRIPTION	25-JUL-00		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-00-R-0116 <b>MOD/AMD</b>	<b>Page 23 of 37</b>
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**Name of Offeror or Contractor:**

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	FEB/2000

(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Women-owned small business concern means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:  
TIN has been applied for.  
TIN is not required because:  
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
Offeror is an agency or instrumentality of a foreign government;  
Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.  
\_\_\_\_Sole proprietorship  
\_\_\_\_Partnership  
\_\_\_\_Corporate entity (not tax-exempt);  
\_\_\_\_Corporate entity (tax-exempt);  
\_\_\_\_Government entity (Federal, State, or local);  
\_\_\_\_Foreign government;  
\_\_\_\_International organization per 26 CFR 1.6049-4;  
\_\_\_\_Other \_\_\_\_\_

(5) Common Parent.  
Offeror is not owned or controlled by a common parent.  
Name and TIN of common parent:

Name

Name of Offeror or Contractor:

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it  
is,  
is not  
a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it  
is  
is not  
a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern.(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it  
is  
is not  
a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it  
is  
is not  
a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it  
is  
is not  
an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIN/SIIN DAAE20-00-R-0116      MOD/AMD</p>	<p style="text-align: center;"><b>Page 25 of 37</b></p>
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**Name of Offeror or Contractor:**

☐ Over 1,000      ☐ Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

- (A) It  
☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It  
☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:  
 \_\_\_\_\_.]

(iii) Address. The offeror represents that its address

- ☐ is  
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

- \_\_\_\_\_ Black American
- \_\_\_\_\_ Hispanic American
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American \_persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia )Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American )persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

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**Name of Offeror or Contractor:**

- (i) it
- \_\_\_is
- \_\_\_is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) it
- \_\_\_is
- \_\_\_is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

- (i) It
- has,
- has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

- (ii) It
- has,
- has not,

filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

- (i) It
- has developed and has on file,
- has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It
- has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has consider components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No. \_\_\_\_\_  
Country of Origin \_\_\_\_\_

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**Name of Offeror or Contractor:**

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3 , Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program, is included in this solicitation.)

(i) The offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:\_\_\_\_\_

Country of Origin:\_\_\_\_\_

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:\_\_\_\_\_

Country of Origin:\_\_\_\_\_

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products

Line Item No.:\_\_\_\_\_

(List as necessary)

(3) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:\_\_\_\_\_

Country of Origin:\_\_\_\_\_

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

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**Name of Offeror or Contractor:**

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: \_\_\_\_\_  
Country of Origin: \_\_\_\_\_  
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -

- (1) The offeror and/or any of its principals
- \_\_\_\_\_ are,
- \_\_\_\_\_ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

- (2)\_\_\_\_\_ Have,
- \_\_\_\_\_ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- \_\_\_\_\_ are,
- \_\_\_\_\_ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7059)

2	252.212-7000 DFARS	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS	NOV/1995
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(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

Name of Offeror or Contractor:

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

\_\_\_\_\_Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

3            252.225-7000            BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE            SEP/1999  
                 DFARS

(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
<hr/>	<hr/>
<hr/>	<hr/>

(End of Provision)

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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
1	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

(LF6008)

2	52.215-4502 TACOM-RI	PARTNERING PROCESS	APR/1999
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- (a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.
- (b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.
- (c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.
- (d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.
- (e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

(LS7010)

52.212-1 -- Instructions to Offerors -- Commercial Items.

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description: The technical proposal must address the following:

(i). Tool Quality:

For the purpose of this procurement, the term "industrial quality tools" versus household-use tool or general purpose tool is defined as tools manufactured and marketed for constant, rigorous, industrial environment use. Industrial quality tools are used primarily by skilled professionals and technicians in such areas as machine shops, automotive maintenance and repair facilities, aircraft maintenance and repair facilities, industrial automotive assembly plants, fleet maintenance facilities,

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**Name of Offeror or Contractor:**

airline service facilities, etc. The tools will be used for specialized applications in an environment of virtual constant use, (i.e. around-the-clock 8 hour shifts), with applications requiring high torque, low slippage, and strict tolerances.

Provide evidence that the tools offered are industrial quality tools as defined above. Industrial quality must be demonstrated based upon commercial marketing literature and evidence of substantial sales to commercial industrial customers. For tools that meet industry standards or specifications, provide test reports that demonstrate compliance with the applicable commercial standards. Test reports that cover a certain type of tools for example, combination wrenches, socket wrenches or screwdrivers, are adequate. A separate test report for every offered tool is not required. These reports may be supplemented with drawings and specifications. Information should include catalog information, total sales of the items to industrial customers as compared to sales to non-industrial and household-customers, the length of time the product has been sold in the commercial marketplace to industrial customers, the period covered by the information, and other pertinent information required to determine that the tools offered are commercial products and have market acceptability with industrial users. Merely stating that the tools are industrial quality or sold to industrial users may result in the offer being evaluated as marginal.

(ii). Tool Layout:

Submit scaled drawings, detailed sketches, 3-D models, or a sample tool kit of the components' layout and position in each drawer. The submission shall show the location of each component and the describe materials to be used to contain the components.

(iii). Tool Chest:

Submit scaled drawings, detailed sketches, 3-D models, or a sample of the proposed tool chest and a narrative that explains how the offeror will address the design features specified in the purchase description. The submission shall address the chest's outside dimensions, the details of the drawer mounting, the lid, the top storage area, the lockable storage, the handles, the materials and process to be used and the other design features listed in the purchase description.

(5) PRICE:

(i) The item being procured under this solicitation is a commercial item, as defined by FAR 2.101.

(ii) All offerors shall provide firm fixed unit prices for all quantity ranges and pricing periods for CLIN 0001 as shown on the Price Evaluation Spreadsheet. First Article Test Report (FATR) Costs will be proposed as a separate item on the spreadsheet. If you fail to submit prices for all quantity ranges and pricing periods (to include FATR costs), your proposal may be considered unacceptable and the Government may reject your proposal. All unit prices proposed will be binding.

(iii) Due to the commercial nature of this requirement, certified cost/pricing data shall not be required. However, the Government reserves the right to require the submission of any additional data other than certified cost or pricing data necessary to evaluate the reasonableness of the proposed offer. This data may include, but is not limited to, information on catalog sales history, discounts, terms and conditions used in the commercial market, or cost data that is not certified.

- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications at FAR 52.212-3;
- (8) Acknowledgment of Solicitation Amendments;

(9) Past performance:

(i). The offeror shall detail and describe his quality and delivery performance on prior Government or commercial contracts during the last three years which are the same or similar to the effort required on this solicitation. The term "similar" is defined as being alike in substance or essentials to the requirements of this solicitation. The offeror shall identify both prime contracts and major subcontracts for similar items as defined above. Both Government and Commercial contract descriptions shall include the information requested below in the following format:

- (a). Identify in specific detail for each contract listed, why or how you consider the effort relevant or similar to the effort required by this solicitation. This would include identifying a commercial customer and any additional information required to evaluate the offeror's commercial work.
- (b) Your (and your subcontractor's) CAGE & Contractor Establishment Code( CEC) (DUNNs) number.
- (c). Government or commercial contracting activity, address and telephone number and email.
- (d). Procuring Contracting Officer's (PCO) name and telephone number if Government contract and email.
- (e). Government or commercial contract administration activity and the name and telephone number of the



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Administrative Contracting Officer (ACO) if Government contract and email.

- (f). Contract number.
- (g). Contract award date.
- (h). Contract type.
- (i). Original delivery schedule.
- (j). Final or projected final delivery schedules.
- (k). A narrative explanation on each previous contract listed describing any schedule delays encountered. For any Government contracts which did not/do not meet original requirements with regard to either schedule, quality or technical performance, a brief explanation of the reason(s) for such shortcomings and demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letter received on each previous contract listed and description of any corrective action by the offeror or proposed subcontractor. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.
- (ii). The offeror shall also provide the above required information for any and all contracts it has had terminated for default/cause in whole or in part, during the past 3 years, to include those currently in the process of such termination as well as those which are NOT similar to the proposed effort.
- (iii). If the offeror intends to subcontract a major portion of the requirements of the solicitation, the offeror shall identify the proposed subcontractors and provide past performance information as to allow the government to perform an evaluation of the subcontractors' capabilities and ability to perform the required tasks.
- (iv). Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.

NOTE: The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested risk rejection or high risk rating by the Government. We may use the data you provide, and data we gather from other sources to evaluate the contractors past performance. Since we may not interview all the sources you provide, it is incumbent upon each offeror to explain all the data they provide. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete performance risk information remains with the offeror. We may reject a proposal if it does not contain the information required.

(10) Small Business Participation: Offerors are to identify the extent to which small businesses (SBs), HUBZone small businesses, small disadvantaged businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Black Colleges-Universities or Minority Institutions (HBCU/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the offeror's own participation as a SB, HUBZone SB, SDB, WOSB, or HBCU/MI is to be identified, and will be considered in evaluating small business participation.

- (i). All offerors are to address the following factors in detail.
  - (a) the names of SBs, HUBZone SBs, SDBs, WOSBs, or HBCU/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;
  - (b) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business participation and the internal methods used to monitor such participation.
  - (ii). Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses which have never held a contract incorporating 52.219.9 shall so state.

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)
- (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
- GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)  
Facsimile (202 619-8978).
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in

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- paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--  
Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094
- Telephone (215) 697-2667/2179  
Facsimilie (215) 697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--  
(A) By telephone at (215) 697\_2667/2179; or  
(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of Provision)

\*\*\* END OF NARRATIVE L001 \*\*\*

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EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-2	EVALUATION - COMMERCIAL ITEMS	JAN/1999

(A) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) Technical
- 2) Price
- 3) Past Performance
- 4) Small Business Participation.

Technical is slightly more important than Price. Price is slightly more important than Past Performance and Small Business Participation. Past Performance and Small Business Participation are approximately equal in importance.

(1) Technical: Within the Technical Element, the following subelements will be evaluated, a) Tool Quality, b) Tool Layout, and c) Tool Chest. In evaluating the Technical sub-elements, the evaluator will follow the guidelines of this document. Each sub-element will be given an individual adjectival rating as established in this plan. The overall rating within the technical element will be the lowest rating given to any of the sub-elements.

- (i). Tool Quality: The submission will be evaluated to determine if the tools offered are commercially offered, and industrial quality. The proposal will be evaluated to determine if the offered tools conform to accepted industry standards.
- (ii). Tool Layout: The submission will be evaluated to determine if provisions have been made for all components and that the components are laid out in a logical manner.
- (iii). Tool Chest: The submission will be evaluated to determine the offeror's understanding of all tool chest requirements.

(2) Price:

- (i). The Government will evaluate offers based on the prices proposed for the GMTK (CLIN 0001) for all pricing periods and any other price related factors required by the solicitation (i.e. First Article Cost). If an offeror takes exception to any of the pricing periods, the Government may reject that offer as unacceptable.
- (ii). The estimated quantity represents a realistic quantity that the Government expects to order. This estimate is not a representation to an offeror that the estimated quantity will be required or ordered, or that those conditions affecting requirement will be stable or normal.
- (iii). For the purpose of evaluation, the evaluated price of CLIN 0001 will be calculated by multiplying the proposed unit price by the assigned weight for each quantity range within the pricing period. The assigned weight represents the likelihood that an order will be placed within that range. These weighted prices are totaled to obtain a weighted unit price. The evaluated price for each pricing period will be calculated by multiplying the weighted unit price by the estimated quantity. The total evaluated price for CLIN 0001 is the sum of the evaluated prices for all pricing periods plus FATR costs.
- (iv). Any proposal that is unrealistically high or low in price will be deemed indicative of a failure to comprehend the Government's requirement and may be rejected for such a reason.

(3) Past Performance: The Government will evaluate the relevancy and quality of the offeror's Past Performance as it relates to the probability of successful accomplishment of the required effort. Performance Risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by the offeror's record of past performance, including quality, technical performance, delivery schedule conformance, and the offeror's general history of cooperative behavior and commitment toward customer satisfaction on relevant contracts as defined in FAR 52.212-1 -- Instruction To Offerors -- Commercial Items, Paragraph (b)(9) (within the past three years). A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the selection process. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this effort, evaluators will consider relevant data extrinsic to the proposal which is otherwise available to the Government. This information will then be assessed along with the offeror's proposal to determine the performance risk. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

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(4) Small Business Participation: The Government will evaluate the extent to which offerors (both large and small businesses) identify and commit to small business(SBs), HUBZone small business, small disadvantaged business (SBD), woman-owned small business (WOSB), and historically black college and university/minority institution (HBCU/MI) participation in the contract, whether as the contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. The evaluation will include the following:

(i). The Government will evaluate the extent to which offerors identify, and commit to utilizing, SBs, HUBZone SBS, SDBs, WOSBs and HBCU/MIs in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.

(ii). The evaluation will include the following:

(a) the extent to which the proposal specifically identifies SBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs and the estimated dollar value of their participation, including the participation of the offeror, if it is a SB, HUBZone SB, SDB, WOSB, or an HBCU/MI;

(b) the complexity of the items/services to be furnished by SBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs;

(c) the extent of the participation of such concerns in terms of the value of the total contract amount; and

(d) an assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed.

(iii). Such assessment will include:

(a). for all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns;

(b). for offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

(B) Proposals which merely offer to perform the work in accordance with the Request for Proposal(RFP), or which are so lacking in content and detail that the Government cannot conduct a meaningful evaluation without significant supplemental information are unacceptable and will not be considered for award.

(C) Any proposal which is considered unrealistic in terms of technical capability, unrealistically high or low in cost, or contains significant inconsistency between proposed performance and cost may be judged as lacking competence or failing to understand the requirements or the work required. In such cases, the proposal may be rejected.

(D) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6025)